

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

TELEBRANDS CORP.,

x

Plaintiff,

-V-

TV DIRECT LLC,

Defendant.

x

CASE NO. 14-5978 (KPF)(FM)

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #: \_\_\_\_\_  
DATE FILED: May 8, 2015

**STIPULATED FINAL JUDGMENT AND ORDER ON CONSENT**

Plaintiff, Telebrands Corp. (“Telebrands”), having filed a Complaint against Defendant TV Direct, LLC (“Defendant”), and the parties having resolved this matter by entry into a Settlement and Mutual Release Agreement (“the Agreement”), the terms of which are incorporated herein, and having consented to the entry of this Judgment and Order, it is hereby ORDERED that:

1. Telebrands markets and sells knives under the mark AERO KNIFE and adopted and began using a unique, fanciful, nonfunctional and distinctive product configuration and trade dress in connection with its AERO KNIFE products; is the owner of U.S. Design Patent No. D704,010 (the "Design Patent") and is the owner of trade dress rights in the AERO KNIFE products (the "Trade Dress").
2. Defendant has advertised, marketed, promoted, distributed, imported, manufactured, had manufactured, offered for sale and sold in interstate commerce knife products that have infringed the Design Patent and Trade Dress ("Accused Product").
3. The Design Patent and Trade Dress are valid and enforceable and Defendant agrees that it will not challenge the validity or enforceability of the Design Patent and Trade Dress in any future proceeding.

4. Defendant, its owners, shareholders, officers, directors, agents, servants, employees and those persons directly or indirectly controlled by them, and those persons in active concert or participation with them, and those who receive actual notice of this Order by personal service or otherwise, are hereby permanently enjoined and restrained, from the following:
  - a. from infringing the Design Patent in any manner, including, without limitation, by making, using, offering for sale, selling or importing the Accused Product shown in Exhibit A;
  - b. from infringing the Trade Dress, shown in Exhibit B in any manner including, without limitation, by making, using, offering for sale, selling or importing the Accused Product shown in Exhibit A.
5. This action is hereby dismissed with prejudice.
6. The parties shall bear their own costs and attorneys' fees of this action.
7. The Court shall retain jurisdiction to enforce the terms of this Stipulated Final Judgment and Order On Consent.

The discontinuance of this action is now final. The Court will separately so-order the settlement agreement.

Dated: May 8, 2015  
New York, New York

SO ORDERED.

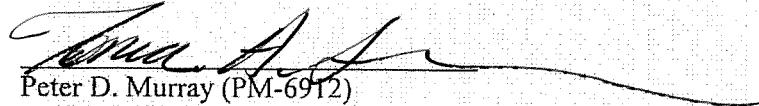


HON. KATHERINE POLK FAILLA  
UNITED STATES DISTRICT JUDGE

Consented To:

Dated: April 8, 2015

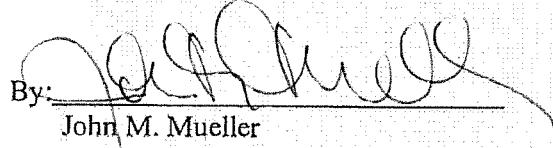
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May 1st  
Dated: April 1, 2015

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**Stipulated Final Judgment and Order on Consent - Exhibit A**



Stipulated Final Judgment and Order on Consent - Exhibit B